

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
@RADICAL.MEDIA INC.		10/13/2010	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	@RADICAL.MEDIA LLC		
<b>Street Address:</b>	435 Hudson Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10014		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3123891	@RADICAL.MEDIA	
Registration Number:	3169021	@RADICAL.MEDIA	
Registration Number:	2726246	@RADICAL.MEDIA	
Registration Number:	2845168	@RADICAL.MEDIA	
Registration Number:	2939380	@RADICAL.MEDIA	
Registration Number:	2299053	@RADICAL.MEDIA	
Registration Number:	3162948	@RADICAL.MEDIA	
Registration Number:	2834766	@RADICAL.MEDIA	
Registration Number:	3173780	@RADICAL_THINKING	
Registration Number:	3069754	NEVER.ESTABLISHED	
Registration Number:	3033558	NEVER.ESTABLISHED	
Registration Number:	3716701	H	
Registration Number:	3741904	OUT OF THE BASEMENT. INTO THE BIG TIME.	
Serial Number:	77605141	URBAN OBSERVATORY	

CH \$540.00 3123891

Serial Number:	77677773	ART AS SPORT
Serial Number:	77601067	FINDING THE FUTURE FIRST
Serial Number:	77601065	FINDING THE FUTURE FIRST
Serial Number:	77764804	REVIEW MAKER
Serial Number:	77764862	REVIEW MAKER
Serial Number:	77677776	SPORT AS ART
Serial Number:	77677771	SPORT IS ART

**CORRESPONDENCE DATA**

Fax Number: (212)554-7700  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212 554 7626  
Email: trademarks@mosessinger.com  
Correspondent Name: Matthew P. Moore  
Address Line 1: 405 Lexington Avenue  
Address Line 2: The Chrysler Building  
Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER:	08401-104
NAME OF SUBMITTER:	Matthew P. Moore
Signature:	/MPMoore/
Date:	10/26/2010

**Total Attachments: 5**  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of October 13, 2010, is by and between @RADICAL.MEDIA LLC, a Delaware limited liability company ("Assignee"), having its principal office at 435 Hudson Street, New York, New York 10014, and @RADICAL.MEDIA INC., a New York corporation ("Assignor"), having its principal office at 435 Hudson Street, New York, New York 10014. Capitalized terms used but not defined herein have the meanings assigned to them in the Contribution Agreement, dated as of September 30, 2010, by and between the Assignor and the Assignee (the "Agreement").

### WITNESSETH:

WHEREAS, pursuant to the Agreement, the Assignor has agreed to assign, transfer and deliver to the Assignee all of the Assignor's intellectual property rights included in the Contributed Assets, including, without limitation, the trademarks listed on Schedule 1 attached hereto (the "Trademarks"); and

WHEREAS, in accordance with the Agreement, the parties wish to execute this Assignment for purposes of transferring the Trademarks and filing this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices as may be necessary to effectuate the assignment and transfer of the Trademarks to the Assignee.

NOW THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and agreements contained herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Assignor hereby assigns, transfers and delivers, to the Assignee, all of Assignor's right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations thereof throughout the world, and (d) the right to bring an action based on, recover for and settle, and the right to the profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringement, passing off or dilution of, or damage or injury to the Trademarks((a) through (d), collectively the "Assigned Rights").

2. The Assignor hereby acknowledges and agrees that from and after the date hereof, the Assignee shall be the exclusive owner of all right, title and interest in and to the Assigned Rights.

3. As further set forth in section 2.2 of the Agreement, the Assignor shall take such actions and execute and deliver to the Assignee such further deeds, assignments or other transfer documents as the Assignee may reasonably request to effectively assign, transfer and convey, and to evidence such assignment, transfer and conveyance of, the Trademarks to the Assignee.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed in the City of New York, State of New York, as of the day and year first above written.

@RADICAL.MEDIA LLC

By: 

Name: *D. Jonathan Kaminer*

Title: *CEO*

@RADICAL.MEDIA INC.

By: 

Name: *FRANK Scheraga*

Title: *President*

## SCHEDULE 1

### Trademarks

#### 1. (a) Registrations

##### Australia:

Mark	Registration Number
@radical.media (stylized)	791527
<b>@radical.media</b>	

##### Canada:

Mark	Registration Number
@radical.media (stylized)	TMA646181
<b>@radical.media</b>	

##### European Community:

Mark	Registration Number
@radical.house	2002368
@radical.media	2001741
RADICAL MEDIA	2002244

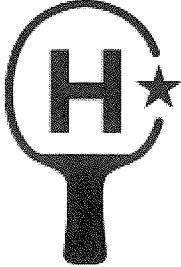
##### Germany:

Mark	Registration Number
@radical.media (stylized)	30046750
<b>@radical.media</b>	
RADICAL MEDIA	30046694

##### United Kingdom:

Mark	Registration Number
RADICAL MEDIA	2236078
@radical.media	2236079
CIRQUE DE MUSIQUE	2233228

United States:

Mark	Registration Number
@RADICAL.MEDIA	3,123,891
@RADICAL.MEDIA	3,169,021
@RADICAL.MEDIA	2,726,246
@RADICAL.MEDIA	2,845,168
@RADICAL.MEDIA	2,939,380
@radical.media (stylized)  <b>@radical.media</b>	2,299,053
@radical.media (stylized)  <b>@radical.media</b>	3,162,948
@radical.media (stylized)  <b>@radical.media</b>	2,834,766
@RADICAL_THINKING	3,173,780
NEVER.ESTABLISHED	3,069,754
NEVER.ESTABLISHED	3,033,558
WILLING PARTNERS	2,920,981
"H" Paddle Logo  	3,716,701
OUT OF THE BASEMENT. INTO THE BIG TIME.	3,741,904

**(b) Pending Applications**

<b>Mark</b>	<b>Application Number</b>
URBAN OBSERVATORY	77/605,141
ART AS SPORT	77/677,773
FINDING THE FUTURE FIRST	77/601,067
FINDING THE FUTURE FIRST	77/601,065
REVIEW MAKER	77/764,804
REVIEW MAKER	77/764,862
SPORT AS ART	77/677,776
SPORT IS ART	77/677,771